KARIN KOMERC MD DO...
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Dana 18.02.2023
VETERNIK, NOVI SAD

Subcontract for Construction of Archaeological Project

考古工程作业分包合同

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Party B: KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK

This Subcontract number 2023-ERGS-XSTL-LW-005 is concluded in Subotica, on 07.18. 2023, between:

Party A/甲方: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong

And 和

Party B/乙方: KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK, MB: 20009233, PIB: 103726184, Živorada Petrovića 8, 21203 Novi Sad, Represented by Krste Dubroja.

Because the main contractor and cultural monument protection institute have signed an archeological agreement, the contractor(Party A) provides personnel equipment with archeological equipment. Currently, after the negotiation, Party A entrusts Party B to provide construction machinery and personnel to complete the construction work related to the archaeological project. According to the relevant laws of Serbia, in line with the principles of equality, voluntariness, fairness, and good faith, In order to complete this project with high quality, high efficiency, and smoothly. Both parties reached a consensus through consultation and reached the following agreement:
因总承包商与文物保护单位已签署考古协议，由承包商（甲方）提供配合考古的人员设备。现经协商，甲方委托乙方提供施工机械和人员完成关于考古工程的相关施工工作。根据塞尔维亚有关法律，本着平等、自愿、公平、诚实信用的原则，为高质量、高效、顺利完成本工程。双方协商一致，达成如下协议：

1.Definitions and Explanations
1.定义与解释
1.1 Employer: refers to **Railway Infrastructure Serbia Co., Ltd., the Ministry of Construction, Transport and Infrastructure of Government of the Republic of Serbia** and their successors, as well as the **Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd.**
1.1 发包人：指塞尔维亚铁路基础设施有限公司和塞尔维亚共和国政府建设、交通和基础设施部，以及中铁国际与中交股份联营体。

1.2 The words indicating single-gender in the Contract include all genders unless otherwise specified;
1.2 本合同中的“单一性别”字样，除非另有说明，包括所有性别；

1.3 The words indicating the singular include the plural, and the words indicating the plural also include the singular;
1.3 表示单数的词语包括复数，表示复数的词语也包括单数；

1.4 Day: refers to the calendar day unless otherwise specified.
1.4 天：除另有规定外，为日历日。

1.5 Supervisor: refers to the legal entity or other organization appointed by the Employer to supervise and manage the Party A's performance of the construction work. The Party B shall be notified about who will be the Supervisor after the Employer appointed it.
1.5 监理：指发包人指定对甲方实施施工进行监督管理的法人或其他组织， 在发包人任命后，将通知乙方谁将担任监理。

1.6 Archaeological institution: **THE INTERMUNICIPAL INSTITUTE FOR THE PROTECTION OF CULTURAL MONUMENTS SUBOTICA.**
1.6 考古机构：苏博蒂察市文化古迹保护际研究所。

2.Scope of Works and Composition of Subcontract
2.分包合同的工作范围和组成
2.1 Scope of Works : According to the requirements of the Employer, Party A, and archaeologists, within the archaeological section of the construction scope, organize personnel and machinery to complete surface soil cleaning, mechanical excavation, manual excavation, earthwork transportation and other related work, and all relevant works for the safety, environmental protection and temporary measures required by this project.
2.1 工作范围：根据业主、甲方、考古学家的要求，在其施工范围的考古段落内，组织人员及机械完成表土清理、机械挖掘、人工挖掘、土方运输等相关工作，以及因本工程所要求的安全、环保及临时措施等相关所有工作内容。

2.2Composition of Subcontract
2.2 分包合同的构成
2.2.1This Subcontract and Appendixes;
2.2.1 本分包合同及附件；

2.2.2Work Instructions from Supervising Engineer (if any);
2.2.2 监理工程师的工作指导书（如有）；

2.2.3The managing documents of Party A, meeting minutes, and contact sheets of both parties.
2.2.3 甲方管理文件、会议记录、双方联系表。

3.The Subcontract Price
3.分包价格
3.1 This is a subcontract with a fixed unit price. Including all construction costs, procurement costs, and measures required by Party B for the completion of the archaeological project.
3.1 这是一个固定单价的分包合同。包含乙方为完成考古工程所需全部施工费用、采购费用及措施费。

3.1.1Party B fully confirms the adequacy and sufficiency of the Subcontract Price. The Subcontract Price is based on the data, its verification and interpretation, required information, inspection, and all relevant matters and other implied data available to Party B.
3.1.1 乙方充分确认分包价格的充分性。分包价格基于乙方可获得的数据、其验证和解释、所需信息、检查以及所有相关事项和其他隐含数据。

3.1.2 When Party B signs the contract, Party B has fully understood the market price of personnel, materials, machinery equipment, and fuel oil required for the project, and the risk cost caused by factors such as price changes and material scarcity has been included in the subcontracting price.
3.1.2 乙方签订合同时，乙方充分了解本工程所需人员、材料、机器设备及燃油的市场价格，价格变动、材料稀缺等因素造成的风险成本已包含在分包价格中。

3.1.3Party B confirms that he has entered into this Subcontract on the basis of proper examination, verification, and interpretation of all data including data provided by Party A and any other data available relating to the Site, and surrounding area.
3.1.3 乙方确认，他已在对所有数据（包括甲方提供的数据以及与现场及周边区域相关的任何其他可用数据）进行适当检查、验证和解释的基础上签订了本分包合同。

3.2 The Subcontract Price is 675,800.00 euros (without VAT) (in words: six hundred seventy-five thousand eight hundred euros) (See the Price List in Appendix 2 for details). VAT shall be calculated according to Serbian VAT law.
3.2 分包价格为 675,800.00 欧元（不含增值税）（大写：陆拾柒万伍仟捌佰 欧元 ）（详见附件 2 价格表）； 增值税应根据塞尔维亚增值税法计算。

3.2.1The Subcontract Price includes all the taxes and fees except VAT. Party A has no obligation of paying any taxes and fees to Party B, no matter if there is any tax-changing that occurs during the period of Subcontract performance, even though the taxes are related to the Works.
3.2.1 分包价格包括除增值税外所有税费。 甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

4. Method of Quantity Measurement and Payment
4. 计量及支付方式
4.1 Measurement: The measurement period is once a month. Before the 24th to the 28th of each month, Party B shall prepare and submit the measurement book as required by Party A. Party A shall approve or revise the measurement document submitted by Party B within 7 days from the date of receipt of the relevant documents.
4.1 计量：计量周期为一个月。每月 24 至 28 号前， 乙方按甲方要求编制计量书。甲方应在收到有关文件之日起 7 日内，对乙方报送的计量文件进行批准或修改。

4.2 Interim Payment: After the approval of the Measurement Book, Party B starts to apply for the interim payment certificate. Payment will be made within 10 working days after the date of issuance of the interim payment certificate.
4.2 中期付款：在计量书批准后，乙方开始申请中期付款证明。中期支付证书签发之日后，将在 10 个工作日内支付。

4.3 Party B shall provide Party A with an official invoice according to Party A's requirement. Payment shall be made in dinar (RSD) at the middle exchange rate of the National Bank of Serbia on the date of turnover of services.
4.3 乙方应按甲方要求向甲方提供正式发票。应按照发票开具的塞尔维亚国家银行的中间汇率以第纳尔 (rsd)支付。

4.4Party B shall submit appropriate documents required by the financial department of Party A. Party A shall be exempted from any responsibility if the payment is delayed caused by Party B.
4.4 乙方应提交甲方财务部门要求的相应文件。如因乙方原因造成延迟付款，甲方不承担任何责任。

4.5 Final payment: After the project is completed, Party B starts to apply for the final payment certificate. Party A will pay or deduct the services provided by Party A to Party B and/or the services provided by B to Party A and/or Party B's liquidated damages and/or Party A's liquidated damages according to the subcontract, and the final payment certificate will be Payment will be made within 10 working days from the date of issue.
4.5 终期付款：工程完工后，乙方开始申请终期付款证明。甲方将根据分包合同，终期支付证书将在签发之日将在 10 个工作日内支付。

4.6 The measurement book submitted by Party B to Party A shall include supporting documents related to measurement, which shall meet the requirement that Party A's application for payment to the Employer. The supporting documents that should include but are not limited to construction logs, measurement books, etc. The provision of these measurement documents is one of the measurement conditions, If Party A is unable to apply for payment to the Employer due to Party B's reasons, Party A has the right to delay the measurement or file a claim against Party B.
The personnel and machinery provided by the Party B must be recorded in the construction diary according to the actual construction time, and the responsible engineer and archaeologist must be signed and must ensure the authenticity and validity of the submitted documents.
4.6 乙方向甲方提交的计量书应包括计量相关支撑文件，应满足甲方向发包方申请付款。应包括的支撑文件包括但不限于施工日志、计量书等，提供这些计量这些文件是计量条件之一，若因乙方原因造成甲方无法向发包人申请付款，甲方有权延迟计量或向乙方提出索赔。
乙方提供的人员和机械，必须按照实际施工时间记录在施工日志，并经考古专家和责任工程师签认，且务必保证提交文件的真实有效性。

4.7 This will be duplicated with surface and topsoil removal in the archaeological scope due to subgrade surface and topsoil removal within the Engineering Construction Subcontract(NO.: 2022-ERGS-XSTL-ZY-002)scope of work. Therefore, the subgrade surface and topsoil clearing within the archaeological scope have been measured by daily labor, while the engineering quantity and amount in this part will be deducted from the Engineering Construction Subcontract(NO.: 2022-ERGS-XSTL-ZY-002). The deduction amount is calculated based on the subcontract unit price in the Engineering Construction Subcontract (No.: 2022-ERGS-XSTL-ZY-002) and the proportion of work completed due to archaeological work and should be recognized by both parties. Deductions will be made before the final payment.
4.7 因在工程分包合同（编号：2022-ERGS-XSTL-ZY-002）的施工范围内存在路基清表和表土清理工作，这会与考古范围内的清表和表土清理重复。因此，在考古范围内的路基清表和表土清理已按计日工计量，此段落内的工程量和金额将在工程分包合同（编号：2022-ERGS-XSTL-ZY-002）的计量内扣除。扣除金额以工程分包合同（编号：2022-ERGS-XSTL-ZY-002）内的分包单价与因考古工作完成工程量比例计算得出，并得到双方的认可。 扣款将在终期付款前完成。

5. Works Schedule

5. 工期

5.1The time limit for completing this subcontract shall be determined according to the progress of the archaeological work. After signing this subcontract Party B is obliged to mobilize machinery and equipment to start works in accordance with Party A's instructions.

5.1 完成本分包合同的期限应根据考古工作的进展而决定。签订合同后，乙方有义务按照甲方指示调动机器及设备开始施工。

5.2Party B shall arrange machinery and personnel reasonably according to the requirements of Party A and archaeologists. If the progress of the project is slow or the project is stopped due to Party B's reasons, Party B will bear the corresponding responsibilities.

5.2 乙方应按照甲方和考古学家的要求，合理安排机械和人员。如因乙方原因造成工程进展缓慢的或者造成工程停工的，乙方将承担相应责任。

6.The right and obligation of each party

6.各方的权利和义务

6.1The right and obligation of Party A / 甲方的权利和义务

6.1.1Party A shall have the right to decide, at the request of the Employer, all issues relating to the quality, acceptance, performance, and progress of the Project, and shall decide all matters relating to the interpretation of this Subcontract and the performance of its terms and conditions. For the avoidance of doubt, the decisions made by Party A pursuant to the Employer's requirements shall be final, conclusive, and binding upon Party B.

6.1.1 甲方有权根据发包人的要求决定与工程质量、验收、施工和进度有关的一切问题，并决定与本分包合同条款和条件的解释和履行有关的一切事宜。为免生疑问，甲方根据发包人的要求作出的决定是最终的、决定性的，对乙方具有约束力。

6.1.2Party A shall supervise Party B's full performance of the Subcontract, control, supervise and inspect the quality, progress of the project, conduct acceptance and evaluation of the project completed by Party B on a regular basis, measure the qualified project completed by Party B and make payment to Party B according to Article 4 of this Subcontract.

6.1.2 甲方应监督乙方全面履行分包合同，控制、监督和检查项目的质量、进度，定期对乙方完成的项目进行验收和评估，结算乙方完成的合格工作并按本分包合同第 4 条向乙方付款。

6.1.3 Party A shall assign execution managers and engineers to supervise the execution of Party B according to this Subcontract. Party A has the right to check Party B's execution log and other required technical documents.

6.1.3 甲方应根据本分包合同指派执行经理和工程师对乙方的执行进行监督。甲方有权查阅乙方的施工日志和其他所需的技术文件。

6.2 The right and obligation of Party B / 乙方的权利和义务

6.2.1 Party B shall organize enough executive personnel and equipment to enter the site according to the date notified by Party A. Party B shall prepare all daily necessities and ensure that the progress will not be affected.

6.2.1 乙方应按甲方通知的日期组织足够的执行人员和设备进入现场。乙方应准备好一切日常用品，并确保不影响进度。

6.2.2Party B shall organize the construction work in strict accordance with the instructions of Party A, supervisory engineers and archaeologist, and be responsible for the quality of the Works performed . If rework or loss is required due to Party B's reasons, all related losses shall be borne by Party B.
6.2.2 乙方应严格按照甲方、监理工程师和考古专家的指示，组织施工工作，并对工程质量负责。因乙方原因需要返工或造成损失的，所有相关损失由乙方承担。

6.2.3 Party B shall organize and arrange machinery, equipment, and workers timely and reasonably to meet execution requirements. All administrative staff and technicians shall hold certificates. The workers for special works shall obtain special operation certificates issued by the competent department of the Republic of Serbia. The main technicians shall have rich experience in execution.
6.2.3 乙方应及时、合理地组织、安排机器、设备和工人，以满足施工要求。所有管理人员和技术人员均应持证上岗。特种作业工人应取得塞尔维亚共和国主管部门颁发的特种作业证书。主要技术人员应具有丰富的执行经验。

6.2.4Party B will cooperate with Party A to jointly manage the health and safety at work of the employees at the site in question. Each of the parties is individually responsible for their employees in the field of health and safety at work on the execution site, in accordance with the regulations of the Republic of Serbia. Party B shall carry out on-site management according to the related regulations of Serbia, comply with all the laws and regulations related to environmental protection and be responsible for handling and bearing full costs of environmental pollution caused to roads and rivers.
6.2.4 乙方将与甲方合作，共同管理相关现场员工的工作健康和安全。根据塞尔维亚共和国的规定，每一方对其员工在执行现场工作的健康和安全领域分别负责。乙方应按照塞尔维亚有关规定进行现场管理，遵守所有与环境保护有关的法律法规，并负责处理和承担对道路和河流造成的环境污染的全部费用。

6.2.5Party B shall assist Party A in measurement, quality, safety, execution progress, environment protection, site management, inspections, and data collection. Besides, Party B shall timely fill in the execution reports, safety execution reports, Measurement Books, and construction diary. Party B shall be responsible for filling and submission of original documents, and shall timely submit the execution schedule and the documents required by Party A.
6.2.5 乙方应协助甲方进行计量、质量、安全、执行进度、环境保护、现场管理、检查、数据收集等工作。此外，乙方应及时填写施工报告、安全施工报告、计量书及施工日志。乙方负责原件的填写和提交，并及时提交施工进度和甲方要求的文件。

6.2.6 Party B shall equip his staff with all required social insurance and bear the related insurance cost.
6.2.6 乙方应为其员工配备所有必要的社会保险并承担相关的保险费用。

6.2.7Any dispute between Party B and the Third-Party during execution shall be settled by Party B and Party B shall be solely liable for it, unless it is proven that the dispute arose due to the actions of Party A. Party B shall pay all the relevant taxes in accordance with local laws and regulations.
6.2.7 乙方与第三方在执行过程中发生的任何争议，由乙方解决，乙方承担全部责任，但经证实属于甲方行为引起的除外。乙方应根据当地法律法规缴纳所有相关税费。

6.2.8Party B shall guarantee the project quality. In case of any defects or quality accidents, if supervising engineer issues instructions to rectify or remove the defects or quality accidents, Party B shall follow accordingly at its own expense, unless such defects or quality accidents are caused by Party A.
6.2.8 乙方应保证工程质量。发生任何缺陷或质量事故时，如果监理工程师下达整改或消除缺陷或质量事故的指令，乙方应自费遵照执行，除非该缺陷或质量事故是由甲方造成的。

6.2.9In case of any damage to the surrounding property or area during the execution of works, Party B shall bear the maintenance costs and shall not affect the time for completion. While evacuation, Party B shall remove all the equipment, surplus material, waste, and all kinds of temporary facilities to make the site clean and meet the requirement of Party A.
6.2.9 施工过程中如对周边财产或区域造成损害，乙方应承担维修费用，不影响竣工时间。撤场时，乙方应撤离所有设备、多余材料、废物和各种临时设施，使场地清洁，符合甲方要求。

7.claim, and Insurance
7.索赔和保险
7.1 Claims / 索赔
7.1.1Before signing this Contract, Party B undertakes that he has forecasted and willfully taken all risks and responsibilities for the completion of the project, and Party A will not accept any claim made by Party B for a time extension and cost compensation not caused by Party A or the Employer.
7.1.1 乙方在签订本合同前承诺已预见并自愿承担完成该工程的一切风险和责任，甲方不接受乙方提出的任何非甲方或发包人造成的延期和费用补偿的索赔。

7.1.2 During the execution process, Party B's equipment and personnel slow down or be idling, or the work discontinues, due to bad weather and other non-Party A reasons, Party B shall not make relevant claims to Party A.
7.1.2 在执行过程中，乙方的设备和人员因天气等非甲方原因出现减速、窝工、停工等情况，乙方不得向甲方提出相关索赔。

8.Transportation and Management
8.运输与管理
8.1 Transportation and Management / 运输与管理
8.1.1 All the materials and equipment shall be purchased or leased by Party B, In case of loss or accident caused by the quality of purchased or leased materials and equipment, Party B shall still bear full responsibility.
8.1.1 所需要的一切材料和设备均由乙方采购或租赁，如因所采购或租赁的材料和设备的质量问题造成损失和事故，乙方应承担全部责任。

8.1.2Party B shall make sure all the materials and equipment are properly stored. If any loss or damage happened, the loss shall be borne by Party B.
8.1.2 乙方应确保所有材料和设备妥善存放。如有任何遗失或损坏，损失由乙方承担。

8.2 Usage and Management of Machine & Equipment / 机器设备的使用与管理
8.2.1 All the machinery and equipment for the implementation of this project shall be provided by Party B (unless it is stipulated in this subcontract that Party A shall provide it). Party B shall strengthen the management and maintenance of its own machinery and equipment to ensure the utilization rate and work efficiency. Party

B shall be fully responsible for the loss caused by Party B's mechanical failure. In addition, the power, fuel, construction water and electricity required for the project shall be provided by Party B.
8.2.1 执行本工程的全部机器设备由乙方提供（除非本分包合同规定由甲方提供）。乙方应加强对己方的机器设备的管理和维护，确保使用率和工作效率。因乙方机械故障造成的损失由乙方承担全部责任。除此之外，工程所需的动力、燃油、施工用水用电等由乙方提供。

9.Other
9.其他
9.1 Force Majeure / 不可抗力
9.1.1Force Majeure event means any event beyond the reasonable control of the affected party, which is unforeseeable or unavoidable, or insurmountable even if foreseeable, and occurs after the signature of this Subcontract, making the performance of this Subcontract in whole or in part objectively impossible or impractical. Such events include but are not limited to floods, typhoons, earthquakes, tsunamis, and other natural disasters, strikes, riots, wars (whether declared or not); Both parties to the contract agree that the impact of Covid-19 is not a force majeure event.
9.1.1 不可抗力事件是指在本分包合同签订后发生的任何超出受影响方合理控制的、不可预见或不可避免、或即使可预见也无法克服的事件，使本分包合同的全部或部分履行在客观上不可能或不切实际的。此类事件包括但不限于洪水、台风、地震、海啸等自然灾害、罢工、骚乱、战争（无论是否宣战）；合同双方一致同意新冠疫情的影响不属于不可抗力事情。

9.1.2 If any party does not fulfill its contractual obligations because of the force majeure, the affected party shall not bear the responsibility for breaching the Subcontract, the party who is influenced by the force majeure shall inform the other party about the force majeure immediately, and within 5 days at the latest, including the complete reasonable details and inform the other party if the force majeure leads to suspension of the execution.
9.1.2 任何一方因不可抗力不履行合同义务的，受影响方不承担违反分包合同的责任，受不可抗力影响的一方应立即将不可抗力包括完整的合理细节最迟在 5 天内告知对方，并在不可抗力导致中止执行的情况下通知对方。

9.1.3 If force majeure affects all or part of the work, both parties shall negotiate to take countermeasures, including whether to postpone or terminate part or all of the work. When the force majeure event occurs, each party shall try its best to minimize the impact of the force majeure event on the Project. If the impact of the Force Majeure event has been stopped, one party shall notify the other party.
9.1.3 如果不可抗力影响全部或部分工作，双方应协商采取应对措施，包括是否推迟或终止部分或全部工作。当不可抗力事件发生时，各方应尽最大努力将不可抗力事件对项目的影响降至最低。如果不可抗力事件的影响已经停止，一方应通知另一方。

9.1.4 Both parties to the contract agree that they will each bear any loss caused to themselves due to force majeure events, and will not claim compensation from the other party
9.1.4 合同双方同意，各自承担因不可抗力事件给自己带来的任何损失，且将不向对方要求赔偿

9.2Responsibility for Breaching the Subcontract / 违反分包合同的责任
9.2.1If the Party B becomes insolvent, or is unable to perform the Works, or assigns this contract, without the knowledge and express consent of the Party, Party A has the right to choose other Party B, and to terminate the Subcontract.

9.2.1 如果乙方资不抵债或不能履行工程，或转让本合同，而甲方不知情并未明确同意，甲方有权选择其他分包商，并终止分包合同。

9.2.2 If Party A cannot perform this subcontract due to reasons of Party A, Party B has the right to request to terminate the contract and claim the unpaid amount
9.2.2 若因甲方原因不能履行本分包合同，乙方有权要求终止合同并索取未支付的款项。

9.4The Suspension and Termination of Subcontract / 分包合同的中止和终止

9.4.1In accordance with the Contract between Party A and his Employer, the Employer may terminate the whole or part of the project at any time at his discretion, regardless of whether Party B breaches the Subcontract. Party A will forward the notice of termination to Party B and Party B shall cooperate with Party A to claim against the Employer for such termination. If any loss is caused to Party A due to Party B's failure to cooperate, Party B shall bear the responsibility and losses. If the claim is successful and the compensation from the Employer could be received, Party A would pay Party B according to the relevant claim clauses of this Subcontract.
9.4.1 根据甲方与其发包人之间的合同，无论乙方是否违反分包合同，发包人可以随时自行决定终止全部或部分工程。甲方将终止通知转发给乙方，乙方应配合甲方向发包人提出终止索赔。如因乙方不配合给甲方造成损失，乙方应承担责任和损失。如果索赔成功并且能够收到发包人的赔偿，甲方将根据本分包合同的相关索赔条款向乙方支付费用。

9.5 Settlements of Disputes
9.5 争端解决

9.5.1Party A and Party B agree that any dispute shall be settled through negotiation. If no agreement can be reached through negotiation, the dispute shall be settled through the commercial court of Belgrade.
9.5.1 甲乙双方同意协商解决任何争议。协商不成的，由贝尔格莱德商事法庭解决。

9.6 Abidance by Law
9.6 遵纪守法

9.6.1 If there is any inconsistency, contradiction or conflict between this subcontract / the actions of either party to the subcontract and applicable law in Serbia, Both parties to the contract shall remind each other in good faith, the resulting problems, both parties agree to revise this subcontract and correct their own behavior.
9.6.1 如果本分包合同/分包合同任何一方的行为与塞尔维亚适用的法律有任何不一致、矛盾或冲突，合同双方应善意相互提醒，由此产生的问题，双方同意修改本分包合同并改正自己的行为。

9.6.2Party B shall indemnify Party A and its personnel against all claims, damages, losses, and expenses (including legal fees and expenses) of any kind and nature arising out of party B or its personnel's breach of applicable laws, negligence, willful acts.
9.6.2 乙方应赔偿甲方及其人员因乙方或其人员违反适用法律、疏忽、故意行为而引起的任何种类和性质的所有索赔、损害、损失和费用（包括法律费用和开支）。

10.The Application of Subcontract
10.分包合同生效

10.1Effective and invalidity conditions of the Subcontract: The Subcontract shall come into force upon the signature and seal of both parties. The contractual obligations are fully fulfilled and all payments have been made, the Subcontract ceases to be active.

10.1 分包合同的生效和无效条件：分包合同自双方签字盖章之日起生效。合同义务已完全履行并已支付所有款项，分包合同不再有效。

10.2Neither Contracting Party may assign or transfer to a third party this Agreement or the rights and obligations arising therefrom, without the prior consent of the other Contracting Party given in writing.
10.2 未经合同任意一方事先书面同意，合同任意一方不得将本协议或由此产生的权利和义务转让或转让给第三方。

10.3This Subcontract and its appendixes shall be regarded as the full agreement between two parties, and it will replace any previous verbal agreement or understanding, and communication which is made before this subcontract is issued. If the appendix of this subcontract is inconsistent with the text of this subcontract, the text of this subcontract has the priority of interpretation.
10.3 本分包合同及其附件应视为双方之间的完整协议，将取代之前的任何口头协议或谅解，以及本分包合同签发前的沟通。 本分包合同附件与本分包合同正文不一致的，以本分包合同正文为准。

10.4The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of other provisions.
10.4 本协议任何条款的非法性、无效性或不可执行性不影响其他条款的有效性和可执行性。

10.5Amendments to this Agreement or its appendixes shall be effective only by written agreement and signed by legal persons or authorized representatives of both parties.
10.5 本协议或其附件的修改须经双方的法人或授权代表签署书面协议方可生效。

10.6 For issues not covered by this agreement, the Serbian Laws will apply related to the topic. In the case laws don't regulate certain topics, both parties shall negotiate and sign a supplementary agreement. The supplementary agreement shall serve as a supplementary document to this Agreement and have the same legal effect as this Agreement.
10.6 对于本协议未涵盖的问题，将适用与该主题相关的塞尔维亚法律。法律对某些事项没有规定的，双方协商签订补充协议。补充协议作为本协议的补充文件，与本协议具有同等法律效力。

10.7 The subcontract is made in Chinese and English. In case of any discrepancies, the English version shall prevail.
10.7 该分包合同是用中文和英文书就。如有任何差异，以英文版本为准。

10.8 This Subcontract is made in quadruplicate, with each party holding two copies.
10.8 本分包合同一式四份，双方各持两份。

Appendix 1: Agreement on Health, Safety and Environmental Protection
附件 1：健康、安全、环境保护协议

Appendix 2: Price List
附件 2：价格表

Party A /甲方 ： SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Signature/签字:

Name / 姓名: Wang Yong

Date / 日期: 2023.02.18

Party B / 乙方：KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK

Signature/签字:

Name / 姓名: Krste Dubroja

Date / 日期: 18.02.2023

Appendix 1　附件 1

Agreement on Health, Safety and Environmental Protection
健康、安全、环境保护协议

Party A/甲方: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd
Party B/乙方: KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK

In order to create a safe and efficient construction environment and to do a good job in all relevant safety management work required to complete this work, both parties hereby sign this health, safety and environmental protection agreement.
为营造安全高效的施工环境，做好为完成本工作的所需的相关所有安全管理工作，甲乙双方特此签订本健康、安全、环境保护协议。

1. Party B shall be responsible for maintaining all Party B's machinery, vehicles, equipment, facilities, materials supply, and operation on-site, as well as keeping other resources that are used by (or related to) Party B clean and safe. Party B shall inspect the site to determine defects, potential sources of injury or hazardous conditions, and operations occurring in the course of execution. Party B shall inform its employees and Party A's representatives of the defects or risks and take corrective measures.

1. 乙方应负责维护乙方的所有机器、车辆、设备、设施、材料供应和现场操作，以及保持乙方使用（或与之相关）的其他资源的清洁和安全。乙方应检查现场以确定缺陷、潜在的伤害源或危险情况以及执行过程中发生的操作。乙方应将缺陷或风险告知其员工和甲方代表，并采取纠正措施。

2. Party B shall comply with all laws (international, national, local, or other laws) applicable at the site and HSE regulations of Party A and the Employer, including fire prevention, health, environmental protection, and security regulations. Party B shall be familiar with and comply with the Employer's and Party A's health, safety, environmental protection, and security policies and instructions. Party B shall ensure that all services, materials, and goods of Party B used during the execution of the project comply with laws, regulations, and requirements issued by the local government or other local administrative authorities.
2.乙方应遵守现场适用的所有法律（国际、国家、地方或其他法律）以及甲方和发包人的 HSE 法规，包括防火、健康、环保和安全法规。乙方应熟悉并遵守发包人和甲方的健康、安全、环境保护和安保政策和指示。乙方应确保乙方在项目执行过程中使用的所有服务、材料和货物符合当地政府或其他地方行政当局颁布的法律、法规和要求。

3. Party B shall be responsible for maintaining and improving the safety awareness of employees. Due to safety accidents caused by Party B or its personnel, Party B shall bear the responsibilities and losses caused thereby
3. 乙方应负责维护和提高员工的安全意识，因乙方或其人员导致的安全事故，乙方应承担因此导致的责任和损失。

4. Party B shall appoint a competent safety specialist, in charge of offering advice to the representative of Party B on all safety matters related to the execution of the project. Party A has the right to refuse to accept the appointment of the safety specialist if he does not meet the conditions for performing the activity in question, in accordance with the regulations of the Republic of Serbia. Prior to the commencement of the project, Party B shall notify Party A of the appointment of a safety specialist. The appointee should have appropriate qualifications and experience in similar projects.
4. 乙方应指定一名称职的安全专家，负责就与项目执行有关的所有安全事项向乙方代表提供建议。根据塞尔维亚共和国的规定，如果甲方不符合执行有关活动的条件，甲方有权拒绝接受安全专家的任命。工程开工前，乙方应通知甲方指定安全专家。受聘人应具备类似项目的适当资格和经验。

5. Party B shall provide sufficient first aid equipment, fire extinguishers and other necessary safety equipment for the implementation of this project at its own expense. In accordance with this subcontract, relevant laws and industry regulations, Party B shall maintain the equipment in a professional manner and regularly verify the equipment.
5. 乙方应自费提供足够的急救设备、灭火器等实施本工程的必要的安全设备及个人防护用品。根据本分包合同、相关法律及行业规定，乙方应以专业的方式维护设备并定期对设备进行验证。

6. If Party A considers that the equipment, personnel or engineering do not meet the conditions for performing the activity in question, in accordance with the regulations of the Republic of Serbia, Party A's representative shall have the right to prohibit the commencement of the project or suspend the execution of part of the project.
6. 如甲方认为设备、人员或工程不符合开展有关活动的条件，根据塞尔维亚共和国的规定，甲方代表有权禁止项目开工或中止 部分项目的执行。

7. Party B's serious or repeated breach of the health, safety, and environment provisions of this Contract, or Party B's refusal or failure to remedy any harmful work operation or to improve or replace equipment as

required within a continuous period of 10 (ten) days, shall constitute a material breach. In this case, Party A has the right to suspend the works or terminate this subcontract.
7. 乙方严重或屡次违反本合同的健康、安全和环境条款，或乙方拒绝或未能在连续 10（十）天内按要求对任何有害工作操作进行补救或改进或更换设备，应构成重大违约。在这种情况下，甲方有权暂停工程或终止本分包合同。

8. The Agreement is prepared in four copies, two for the Party A, and two for the Party B.
8. 本协议一式四份，甲方 2 份，乙方 2 份。

9. The Agreement will take effect upon signature and stamp by the legal representatives or authorized representatives of the Party A and Party B, and will be terminated after the completion of overall project.
9. 本协议经甲方和乙方的法定代表人或授权代表签字盖章后生效，本协议在整个工程完成后终止。

Party A /甲方 ： SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	Party B / 乙方：KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠ ĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK
Signature/签字:	Signature/签字:
Name / 姓名: Wang Yong	Name / 姓名: Krste Dubroja
Date / 日期: 2023.02.18	Date / 日期: 18.02.2023

Appendix 2　附件 2

Price List 价格表

1. The unit prices in the price list are fixed, the quantity is estimated, and the settlement amount will be calculated based on the actual quantity and fixed unit price confirmed by both parties.
1. 价格表中的各项单价是固定的，数量是预估的，结算金额将根据实际产生并经双方确认的数量与固定单价进行计算。

Archaeological project/Arheološki projekat/考古工程

Br. poz. NO. 序号	Opis radova 工作描述	Work description 工作描述	jedinica mere/unit 单位	količina radova /Quantity of work/ 数量	jedinična cena /unit price 单价 (EUR)	UKUPNO/Total/合计 (EUR)
1.	Truck / Kamion Transporting materials from the excavation of archaeological sites. This position includes a truck with a driver and fuel provided./Transportovanje materijala iz iskopa arheoloških nalazišta. Ova pozicija uključuje kamion savozačem i obezbeđenim gorivom.	卡车 运输考古遗址发掘的材料。该职位包括一辆卡车，提供司机和燃料	day/dan/天	520	700.00	364,000.00
2.	Surveyor / Geodeta Geodetic marking service for the needs of an archaeological site. / Usluga geodetskog obeležavanja za potrebe arheološkog nalazišta.	测量员 满足考古遗址需求的大地测量标记服务	day/dan/天	30	200.00	6,000.00
3.	Construction container / Gradevinski kontjener Availability of a construction container for the duration of works on archaeological sites. / Raspoloživost gradevinskog kontjenera za vreme trajanja radova na arheološkim nalazištima.	施工集装箱 在考古遗址工作期间提供施工集装箱	peaces/kom./个	2	6,000.00	12,000.00
4.	Mobile toilet / Mobilni toalet Availability of a mobile toilet for the duration of works on archaeological sites. / Raspoloživost mobilnog tocaleta za vreme trajanja radova na arheološkim nalazištima	移动厕所 在考古遗址工作期间提供移动厕所	peaces/per month /kom./ za mesec/个/每月	4	150.00	600.00
5.	Head of the construction sites / Šef gradilišta Management of the works, which includes the organization of transport, geodetic marking and the work of laborers at archaeological sites. / Rukovodenje radovima, koje obuhvata organizaciju transporta, geodetsko obeležavanje i rad radnika na arheološkim nalazištima.	建筑工地负责人 工程管理，包括运输组织、大地测量标记和考古遗址工人的工作	day/dan/天	60	220.00	13,200.00
6.	Bucket excavator / Bager sa kašikom U cenu je uračunat rukovaoc gradevinske mehanizacije sa obezbeđenim gorivom. / The price includes of handler of the construction machinery with provided fuel.	斗式挖掘机 价格包括工程机械的搬运工和提供的燃料	day/dan/天	200	1,000.00	200,000.00
7.	Laborers / Fizički radnik The work of laborers on archaeological sites / Rad radnika na arheološkim nalazištima	劳动工人 考古遗址上工作的工人	hour/sat/小时	8,000	10.00	80,000.00
UKUPNO/Total/总价(EUR)						**675,800.00**

KOMERCIJALA:	
TEHNIČKI SEKTOR:	
LJUDSKI RESURSI I OPŠTI POSLOVI:	
OPREMA I MEHANIZACIJA:	
FINANSIJE:	
PRAVNI SEKTOR:	
I.T. I MARKETING:	